

## **REMARKS**

Claims 59, 64, and 66-83 are pending in this application. Claims 1-55 have been previously canceled, and Claims 56-58, 60-63, and 65 have been previously withdrawn. Claims 59, 64, 66-69, 70-71, 73-74, 76-77, and 79-80 have been amended, and Claims 82-83 have been added. In light of the above listed amendments and the remarks below, the Applicants respectfully assert that no new matter has been added, and the application is now in condition for allowance. The Applicants respectfully solicit an indication of such an allowance.

### **Claim Rejections Under 35 U.S.C. § 112**

Claims 64 and 67 were rejected under 35 U.S.C. § 112, sixth paragraph because allegedly no function is specified by the word(s) preceding “means,” and therefore it is “impossible to determine the equivalents of the element, as required by 35 U.S.C. 112, sixth paragraph.” (Office Action, page 2). The Applicants respectfully contend that a description of the intended function follows each use of the terms “means for” in Claims 64 and 67. The Applicants respectfully assert that the specification of the function after the term “means” is sufficient. However, in the interest of advancing prosecution of the present application, Claims 64 and 67 have been amended to specify the appropriate function before each use of the term “means”.

Indeed, specifying the function of a means-plus-function limitation does not have to precede the term “means”, rather the function may be specified after the phrase “means for”. See MPEP 2181 and *Signtech USA, Ltd v. Vutek, Inc.*, 174 F.3d 1352, 1356 (finding that the phrase “ink delivery means” is equivalent to “means for ink delivery”).

In addition, the Federal Circuit in *Aristocrat Technologies Australia Pty Ltd. v. International Game Technology*, Civ. No. 2007-1419 (Fed. Cir. Mar. 28, 2008) held that when the corresponding structure of a means-plus-function limitation is a standard microprocessor programmed to perform an algorithm, the specification must also sufficiently disclose the algorithm. While a source code listing or a highly detailed algorithm is not required, disclosure of a specific algorithm or steps is necessary under § 112, ¶ 6 to transform a general purpose microprocessor to a special purpose computer programmed to perform the recited function. *Id.*

The Applicants respectfully contend that the means-plus-function claim elements described in Claims 64 and 67 are covered in the specification. FIGS. 2A-2B show the structure

of the system that includes the source systems, remittance payment processor, merchant database, etc. utilized and/or referenced in amended Claims 64 and 67. FIG. 3 shows the process of identifying a payee in a merchant database and FIG. 5 shows the process of directing a payment as described in amended Claims 64 and 67. Furthermore, the associated text in the specification that discuss these figures provides additional detail. Accordingly, the Applicants respectfully request that the rejection under 35 U.S.C. § 112 be withdrawn with respect to independent amended Claims 64 and 67.

#### **Claim Rejections Under 35 U.S.C. § 102(e)**

Claims 59, 64, and 66-81 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,968,319 to Remington et al. (“*Remington*”). *Remington* describes a bill presentment and payment remittance system for use over an electronic network that allows the biller to submit the bill and associated payment remittance information by electronically transmitting it over the Internet to the consumer. (*See Remington*, Col. 5, lines 49-56). In *Remington*, the bill submitted to the consumer by the biller is designed to support automatic remittance processing while minimizing or eliminating opportunities for a payer to induce errors that would detrimentally slow the remittance processing. (*See Remington*, Col. 6, lines 30-35).

The consumer specifies the payment date and the dollar amount to be paid every time a payment is made. (*See Remington*, Col. 6, lines 4-11). The payee listed on the payment, however, was previously automatically designated as the biller so that payment back to the biller's account is guaranteed. In this manner, the bill remittance phase is merchant initiated. (*See Remington*, Col. 6, lines 11-14). The payment remittance information is automatically returned directly to the biller in the same format that the biller designated, without intervention by the consumer, the carrier network, or any other intermediaries. (*See Remington*, Col. 6, lines 24-28).

The Applicants respectfully assert that *Remington* does not teach, suggest, or motivate the claim elements of amended independent Claim 59. The claim elements of amended independent Claim 59 include:

transmitting, from a source system processor to a remittance payment processor, a payment request on behalf of a payor;

*responsive to the transmission of the payment request, receiving, at a source system processor from the remittance payment processor, at least one payment instruction generated by the remittance payment processor, wherein the generation of the at least one payment instruction included the remittance payment processor identifying a payee in a merchant database based, at least in part, on information in the payment request and retrieving information associated with the payee from the merchant database, wherein the information is included in the at least one payment instruction;*

(*See supra*, amended independent Claim 59). The amendments to independent Claim 59 are supported by the specification. (*See Applicants' Application No. 09/010,193, e.g., page 18, FIG. 2B*).

Unlike *Remington*, amended independent Claim 59 describes a process where a payor, through a source system processor, initiates at least one payment request to be transmitted to a remittance payment processor, then "responsive to the transmission of the payment request" the source system receives "at least one payment instruction generated by the remittance payment processor, wherein the generation of the at least one payment instruction included the remittance payment processor identifying a payee in a merchant database based, at least in part, on information in the payment request . . . ." In contrast to the process described in amended independent Claim 59, *Remington* discloses a payment process where the biller supplies static remittance information to the consumer before the consumer submits a payment request.

While the biller-supplied remittance information in *Remington* may avoid errors being introduced by consumer-initiated payment request, such a solution also limits the remittance options for the consumer as well as potentially introduces additional inefficiencies (e.g., what if the remittance information supplied by the biller with the bill contains an error?). Contrarily, the payment processing described in amended independent Claim 59 provides a more flexible solution to supplying remittance information by having the payment request sent to a remittance payment processor prior to being sent to the payee. At the remittance payment processor, the remittance information may be supplied to the consumer's payment request, and the consumer supplied information may also be checked for errors. With the remittance information being supplied after the consumer has initiated a payment request, the most current remittance

information may be used, and the effort/expense of the payee supplying the remittance information with a bill may be avoided (or at least reduced).

For at least these reasons, the Applicants respectfully assert that *Remington* does not teach, suggest, or motivate the amended claim elements recited in independent Claim 59. More specifically, *Remington* does not teach, suggest, or motivate “responsive to the transmission of the set of payment requests, receiving, at a source system processor from the remittance payment processor, a set of payment instructions generated by the remittance payment processor, wherein the generation of the set of payment instructions included the remittance payment processor identifying a payee in a merchant database based, at least in part, on information in a payment request of the set of payment requests and retrieving information associated with the payee from the merchant database, wherein the information is included in a payment instruction of the set of payment instructions.” As a result, *Remington* does not teach, suggest, or motivate amended independent Claim 59.

For at least the above stated reasons, the Applicants respectfully assert that amended independent Claim 59 is not anticipated by *Remington* and is in condition for allowance. Further, the Applicants respectfully assert that all remarks addressed to the novelty of amended independent Claim 59 are also applicable to amended independent Claims 64 and 66-69. Therefore, the Applicants respectfully assert that amended independent Claims 64 and 66-69 are also in condition for allowance for at least the same reasons as amended independent Claim 59. The Applicants also respectfully assert that each of the pending dependent Claims 70-83 are allowable as a matter of law as being dependent on allowable base claims, notwithstanding the independent recitation of patentable subject matter that may be described in one or more of the dependent claims.

### **The Dependent Claims**

Like the independent claims discussed above, *Remington* does not teach, suggest, or motivate several of the claim elements described in the dependent claims. For instance, the Applicants respectfully assert that *Remington* does not teach, suggest, or motivate “wherein the generation of the set of payment instructions further includes altering an account number associated with the payment request according to at least one alteration rule associated with the

payee, and wherein the payment includes the altered account number,” as described in Claims 74, 77, and 80.

In the November 4, 2008 Office Action, *Remington* was cited as disclosing the “altering an account number associated with the payment request according to at least one alteration rule associated with the payee, . . . wherein the payment includes the altered account number”. The cited portion of *Remington* states:

Some of the data fields are static or closed fields in that the consumer is prohibited from altering the data kept in those fields. Other data fields are dynamic or open fields which allow the consumer to supply the data or alter the existing data. The specific construction of the data structure 190 is defined by the biller, with the Fig. 6 construction being one possible example.

(*Remington*, Col. 9, lines 17-23). Therefore, in *Remington* some data fields of a bill and remittance data structure may be altered by a consumer and others may not be. According to *Remington*:

The data structure 190 includes an account identification data field 194 to hold information identifying the consumer’s account to which the bill is being posted. *This field is also closed to the consumer.*

(*Remington*, Col. 9, lines 32-35, *emphasis added*). Not only is the account identification data field “closed” to the consumer, but the reason for it being closed is so no errors are introduced into the payment process. Thus, the biller enters the account information when generating the bill to avoid the need to later alter the account information received from a consumer when that consumer attempts to make a payment:

The biller initiates the payment process by submitting a bill that is designed to support automatic remittance processing while minimizing or eliminating opportunities for a payer to induce errors that would detrimentally slow the remittance processing.

(*Remington*, Col. 6, lines 30-35). Therefore, not only does *Remington* not teach, suggest, or motivate “altering an account number associated with the payment request according to at least one alteration rule associated with the payee, . . . wherein the payment includes the altered

account number,” *Remington* actually teaches against performing such functionality during remittance processing, preferring the biller to pre-format the bill with unalterable account information. As a result, *Remington* does not teach, suggest, or motivate the “altering an account number associated with the payment request according to at least one alteration rule associated with the payee, . . . wherein the payment includes the altered account number,” as described in each of dependent Claims 74, 77, and 80.

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### **CONCLUSION**

The Applicants believe they have responded to each matter raised by the Office Action. Allowance of the claims is respectfully solicited. If there are any issues that can be resolved by a telephone conference or an Examiner's amendment, the Examiner is invited to call the undersigned attorney at (404) 853.8253.

It is not believed that extensions of time or fees for addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,

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